

Panaji, 10th August, 2023 (Savana 19, 1945)

SERIES II No. 19

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 18 dated 03-08-2023 as follows:-

- (1) *Extraordinary dated 04-08-2023 from pages 429 to 448 regarding Circulars from Department of Finance.*
- (2) *Extraordinary (No. 2) dated 07-08-2023 from pages 449 to 452 regarding Notifications from Department of Elections.*

GOVERNMENT OF GOA

Department of Animal Husbandry & Veterinary Services
Directorate of Animal Husbandry & Veterinary Services

Order

No. 2/2/79-AH(Part)/2023-24/2437

Government is pleased to order the transfer of the following Assistant Directors in the Directorate of Animal Husbandry & Veterinary Services, with immediate effect and in public interest to the stations as indicated against their names:-

Sr. No.	Name with designation	Present place of posting	Proposed place of posting
1.	Dr. Anuradha A. Naik, Assistant Director (on officiating basis)	Veterinary Hospital, Curti, Ponda with additional charge of Key Village Scheme, Curti, Ponda & Government Piggery Farm, Curti, Ponda	Government Piggery Farm, Curti, Ponda with additional charge of Key Village Scheme, Curti, Ponda.
2.	Dr. Rajesh G. Kenny, Assistant Director	Veterinary Hospital, Honda	Veterinary Hospital, Honda with additional charge of Veterinary Hospital, Curti, Ponda.

The Officers shall be entitled for transfer TA/DA as per rule, however if the transferee does not change their place of residence from old station to new, they will not be entitled for transfer TA as per the Rules in force.

The Officers shall join their new place of posting with immediate effect.

By order and in the name of the Governor of Goa.

Dr. Agostinho Misquita, Director & ex officio Jt. Secretary (AH).

Panaji, 7th August, 2023.

Department of Co-operation

Office of the Asstt. Registrar of Co-operative Societies

Notification

No. 5-2008/2023/ARSZ/HSG/2162

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Johella Apartments Co-operative Housing Maintenance Society Ltd.", Chandrawaddo, Fatorda, Margao-Goa is registered under code symbol No. RCSSZ2023240067.

Rajesh Parwar, Asstt. Registrar of Co-operative Societies, South Zone.

Margao, 2nd August, 2023.

Certificate of Registration

"Johella Apartments Co-operative Housing Maintenance Society Ltd.", Chandrawaddo, Fatorda, Margao-Goa has been registered on 02-08-2023 and its bears registration code symbol No. RCSSZ2023240067 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of Rule 8 of the Goa Co-operative Societies Rules, 2003.

Rajesh Parwar, Asstt. Registrar of Co-operative Societies, South Zone.

Margao, 2nd August, 2023.

Office of the Asstt. Election Officer/Asstt. Registrar of Co-operative Societies

No. 3/Elec-BOD/GYMPCSL/ARBZ/23-28/607

FORM "ELECTION-9"

(See Rule 74)

Election to the Board of Directors of "Goa Youth Multipurpose Co-op. Credit Society Ltd., Siddhivinayak Apartments, Shop No. 8, Ground Floor, Harvalem, Sankhalim-Goa".

Taluka:- Bicholim

District:- North Goa

Election for the period:- 2023-2028

Number of Seats:- 11 (Eleven)

Year of Election:- 2023

In pursuance of the provisions contained in the Goa Co-operative Societies Rules, 2003, I, declare that the following contesting candidates have been duly elected to fill 09 seats on the Board of Directors of the above society as they were the only contesting candidates.

General/Unreserved - for 08 (Eight) posts

Sr. No.	Name of the Nominee	Address
1	2	3
1.	Shri Pramod P. Sawant	Housing Board Colony, Sankhali-Goa.
2.	Shri Nitesh Krishna Naik	H. No. 01, Tale, Pale, Bicholim-Goa.
3.	Shri Dattaram Dinanath Chimulkar	H. No. 275, KTC Bus stand, Sankhali-Goa.
4.	Shri Santosh Pandurang Naik	H. No. 259, Bhamai, Pale-Goa.
5.	Shri Pradeep Gawde	H. No. 18, Talewada, Pale-Goa.
6.	Shri Manohar Krishna Valvoikar	Kadchal Surla, Sankhali-Goa.
7.	Shri Prajot P. Tirodar	H. No. 207, Near Electricity Dept., Talematha, Pale-Goa.
8.	Vacant	

Reserve for Women - 02 (Two) posts

Sr. No.	Name of the Nominee	Address
1.	Smt. Sulakshana P. Sawant	Housing Board Colony, Sankhali-Goa.
2.	Smt. Vibha Vishnu Gawas	H. No. 42, Ambegal, Pale-Goa.

Reserve for ST/SC-01 (One) post		
Sr. No.	Name of the Nominee	Address
1.	Vacant	

I, also certify and declare that the above mentioned relevant number of seats to be elected to form the Board of Directors of the above Society are duly elected.

Krishna M. Mhalshekar, Junior Auditor (Co-op. Societies) Bicholim Zone & Returning Officer for Election to the BOD of Goa Youth Multipurpose Co-op. Credit Society Ltd., Siddhivinayak Apartments, Shop No. 8, Ground Floor, Harvalem, Sankhalim-Goa.

Sankhali, 3rd August, 2023.



Department of Education, Art & Culture

Directorate of Higher Education

Order

No. ACADIII/GC/FILLING-ASST.PROF/115/2018/
/PARTIII/3859

Read: Memorandum No. ACADIII/GC/FILLING-ASST. PROF/115/2018/PART-III/38032 dated 20-03-2023.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM//I/5/78(27)/2020/456 dated 25-01-2023, Government is pleased to appoint Mr. Amey Shrikant Sawaiker to the post of Assistant Professor in Geography (Group "A" Gazetted) under PwD category in Government College of Arts, Science and Commerce, Khandola under Directorate of Higher Education on temporary basis in the UGC Pay Scale Matrix Level 10 with immediate effect, and as per the terms and conditions contained in the Memorandum cited above. He shall be on probation for a period of two years.

Mr. Amey Shrikant Sawaiker has been declared medically fit by the Medical Board. The character and antecedents have been verified by the Addl. Collector & ADM, North Goa and nothing adverse has been reported against him.

He shall draw his salary against the newly created post vide Order No. 1/5/2017-DHE/1024 dated 07-06-2018.

By order and in the name of the Governor of Goa.

Avelina D'sa E Pereira, Under Secretary (Higher Education).

Porvorim, 2nd August, 2023.

Department of Finance

(Budget-I) Division

Notification

No. 1/3/2023-FIN(BUD)/803

The Governor of Goa in consultation with the Comptroller & Auditor General of India, is pleased to entrust in public interest, the audit of accounts of Goa Information Technology Development Corporation, Panaji, under Section 19(3) of the Comptroller & Auditor General's (Duties, Power and Conditions of Service) Act, 1971, to the Comptroller & Auditor General of India for a period of 22 (twenty two) years from 01-04-2006 to 31-03-2028 on the Terms and Conditions specified in the Annexure appended hereto.

This supersedes earlier Notification No. 1/3/2023-FIN (BUD)/698 dated 21-03-2023.

By order and in the name of the Governor of Goa.

Pranab G. Bhat, Under Secretary, Finance (Budget-I).

Porvorim, 2nd August, 2023.

ANNEXURE

Terms and Condition

1. The CAG of India may suggest the appointment of a primary auditor to conduct the audit on his behalf and on the basis of directions/guidelines issued by him. Where such an auditor is appointed, the fees will be payable by the Institution to that auditor. Where such an auditor is not appointed, expenditure incurred by CAG of India in connection with the audit will be payable to him by the Institution.

2. In addition to audit to be conducted by the Primary Auditors, where so appointed, CAG of India will have the right to conduct test check of the accounts and to comment on and supplement the report of the Primary Auditor.
3. The CAG of India or any person appointed by him in connection with the audit shall have the same rights, privileges and authority as the CAG has in connection with the audit of Government accounts.
4. The result of audit will be communicated by CAG or any person appointed by him to the governing body who shall submit a copy of the report alongwith its observations to the Government. The CAG will also forward a copy of the report direct to Government.
5. The audit is entrusted to the CAG in public interest will be for a period of 5 years accounts from 01-04-2023 to 31-03-2028 in the first instance, subject to review of the arrangement after that period.
6. The scope, extent and manner of conduction audit shall be as decided by the CAG of India.
7. The CAG will have the right to report to Parliament/State Legislature the result of audit at his discretion.



Office of the Commissioner of Commercial Taxes

Notification

No. CCT/26-2/2023-24/80/1372

In exercise of the powers conferred by the first proviso to Section 44 of the Goa Goods and Services Tax Act, 2017 (Goa Act 4 of 2017), the Commissioner, on the recommendations of the Council, hereby exempts the registered person whose aggregate turnover in the financial year 2022-23 is up to two crore rupees, from filing annual return for the said financial year.

This Notification shall be deemed to have come into force with effect from 31st day of July, 2023.

S. S. Gill, IAS, Commissioner of State Tax.

Panaji, 4th August, 2023.

Department of Home
Home—General Division

Order

No. 11/03/19-HD(G)/CFF/2088

Read: (i) Order No. 11/03/19-HD(G)/CFF/66 dated 06-01-2020.

(ii) Order No. 11/03/19-HD(G)/CFF/3176 dated 27-08-2021.

The Government of Goa vide order referred above constituted a screening committee comprising of the Officers to sponsor names of the children of freedom fighters from the list maintained by Home Department, Government of Goa in the precedence of seniority by age, suitable to the various posts under the scheme for providing employment in Government, to the children of freedom fighters.

In partial modification of the said order, Special Secretary/Additional Secretary (Home)-Member, shall be read as Special Secretary/Additional Secretary (Home)/Joint Secretary (Home)-Member, at Sr. No. (2).

All the other content shall remain unchanged.

By order and in the name of the Governor of Goa.

Diksha N. Tari, Under Secretary (Home-II).

Porvorim, 3rd August, 2023.



Department of Labour

Order

No. 24/17/2022-LAB/LC/534

Read: Government Order No. 24/17/2022-LAB/LC/413 dated 16-08-2022.

Sanction of the Government is hereby accorded to extend the deputation of Shri Anil Scaria, Presiding Officer, Industrial Tribunal-cum-Labour Court-I, Panaji, Goa for a further period from 02-09-2023 to 14-03-2024 i.e. the date on which Shri Anil Scaria, Presiding Officer, Industrial Tribunal-cum-Labour Court-I, Panaji retires on superannuation, on the same terms and conditions stipulated in the above referred order.

By order and in the name of the Governor of Goa.

Vivek Naik, Under Secretary (Labour).

Porvorim, 4th August, 2023.

Notification

No. 28/02/2023-LAB/533

The following Award passed by the Labour Court-II, at Panaji-Goa on 12-07-2023 in Case No. Ref. LC-II/IT/85/07 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vivek Naik, Under Secretary (Labour).

Porvorim, 1st August, 2023.

IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI

**(Before Shri Suresh N. Narulkar, Hon'ble
Presiding Officer)**

Case. No. Ref. LC-II/IT/85/07

The General Secretary,
All Goa General Employees Union,
2nd floor, Mukund Building,
P.O. Box 90, Vasco-da-Gama, Goa ... Workman/Party-I.

V/s

1. The Managing Director,
M/s. Goa Construction
Housing and Finance
Corporation Limited ..Employer/Party-II (1).

2. Goa Housing Board, .. Employer/Party-II (2).
Porvorim, Goa

Workmen/Party I represented by Adv. Shri J. Naik.

Employer/Party II represented by Adv. C. Carvalho.

Panaji, dated: 12-07-2023.

AWARD

1. In exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa, by Order dated 02-11-2006, bearing No. 28/36/2006-LAB/864 referred the following dispute for adjudication by the Labour Court-II of Goa at Panaji-Goa.

“(1) Whether the action of the management of M/s. Goa Construction and Housing and Finance Federation Limited Panaji, in retrenching the following fourteen Union with effect from the dates mentioned against their respective names, is legal and justified?”

Sr. No.	Name	Date of Termination
1.	Miss Nutan Govekar	09-10-2002.
2.	Mr. Alirio Mendonca	11-10-2002.
3.	Shri Rama Vishwanath	09-10-2002.
4.	Shri Sadanand N. Shirodkar	09-10-2002.
5.	Mrs. Sunita R. Kalangutkar	09-10-2002.
6.	Shri Kanta Dattaram	09-10-2002.
7.	Mr. Vinod Gurudas Borkar	09-10-2002.
8.	Mr. Godfry Machado	09-10-2002.
9.	Shri Roque Carlos Pereira	09-10-2002.
10.	Mr. Dinesh Chanrakant	09-10-2002.
11.	Shri Yeshwant V. Madkaikar	09-10-2002.
12.	Shri Ajit Salgaonkar	09-10-2002.
13.	Shri Deepak P. Varti	01-03-2004.

(2) If not,

(a) *What relief the workpersons are entitled to?*

(b) *Whether any relief can be granted against M/s. Goa Housing Board, Porvorim, Goa, to which assets and liabilities of M/s. Goa Construction Housing and Finance Corporation Ltd. have been transferred?*

2. On receipt of the reference, a case was registered under Ref. No. IT/85/2007 and registered A/D notice was issued to the parties. In pursuance to the said notice, the Parties put in their appearance. The Workmen/Party-I filed their Statement of Claim on 30-05-2008 at Exb. 12, through All Goa General Employees Union (for short, “the said Union”). “The facts of the case, in brief as pleaded by the Union are that all 14 workers involved in the present industrial dispute are members of and represented by the All Goa General Employees Union which is a duly registered Trade Union under the law. The Union stated that they were the employees of the Employer (1) in its office establishment as per their respective dates of employment. The Union stated that 10 of Workmen were purportedly terminated w.e.f. 09-10-2002 on the alleged ground of intended winding up of the Employer (1). However there was no such winding up in fact. The Union stated that two workers were subsequently terminated on 11-10-2002 and 3 workers were terminated on 01-03-2004. The Union stated that the bare perusal of the dates of termination itself shows that there was no winding up in fact. The Union stated that the Government of Goa which is the sole share holder of the entire share capital of the Employer (1) only

purported to transfer all the assets and liabilities of the Employer (1) to the Employer (2) which is also a statutory company belonging to the Government of Goa. The Union stated that all the 14 workers were therefore entitled to be continued in employment on the rolls of the Transferee company i.e. Goa Housing Board i.e. Employer (2), if at all there was such a transfer in actual fact. The Union stated that the business activities of the Employer (1) were never closed. The Union stated that there was no prior notice of closure. The Union stated that no information of intended closure was given by the Employer (1) to the authorities under the I.D. Act, 1947, nor was any permission sought. The Union stated that in fact the workers were subsequently given a written assurance that their services would be continued. The Union stated that this fact by itself proves that the Employer (1) is conscious of the illegality and unjustifiability of its actions. The Union stated that instead of continuing their services, they were allegedly retrenched/terminated. The Union stated that the alleged retrenchment compensation was, in fact, paid by the Employer (2). The Union stated that this itself shows that the workers were actually entitled to be continued on the roll of Employer (2). The Union stated that this all the more glaring because the entire assets and liabilities of the Employer (1), (including all the on going projects of the Employer (1) were purportedly transferred to the Employer (2). The Union stated that the Government of Goa had in fact also taken a separate decision to continue the workers in employment, albeit in other Corporations/autonomous bodies. The Union stated that even after all the alleged retrenchment of the workers on the alleged ground of winding up of the Employer (1), the business activities of the Employer (1) still continued in full force. The Union stated that after the purported transfer all the assets and liabilities of the Employer (1) to the Employer (2), all the schemes and projects of Employer (1) have been continued by the Employer (2). The Union stated that the Employer (2) has also employed new workers on its roll in permanent, temporary and casual jobs. The Union stated that however, the Employer (2) has not re-employed the workers concerned in this dispute, despite the policy decision of the Government in that respect. The Union submitted that this is illegal and contrary to their right to re-employment. The Union stated that the failure/refusal of the Employer (2) to re-employ them on the rolls of the Employer (2) is wilful and deliberate. The Union stated that the Employer (1) and the Employer (2) both were in possession of seniority list of the workers concerned in this dispute and were duty bound to transfer the services of all

the said workers from the rolls of the Employer (1) to the rolls of the Employer (2), at the time of the purported transfer of the establishment. The Union stated that notwithstanding the purported retrenchment of the workers concerned in this dispute, they were also entitled to be re-employed on the rolls of the Employer (2). The Union stated that they are entitled for a direction from this Hon'ble Tribunal directing the Employer (2) to re-employ all the workers concerned in this dispute. The Union therefore prayed that the workers are all entitled for being reinstated in service either with Employer (1) or with its transferee Company viz. Employer (2) with full back wages, continuity in service and other consequential benefits.

3. The Employer (1) resisted the claim of the Union by filing its written statement on 30-05-2008 at Exb. 15. The Employer (1), as and by way of its reply, submitted that the present proceedings are not maintainable as the Union who are agitating before this Hon'ble Tribunal have been duly retrenched after obtaining approval of Government on payment of one month salary and that they have not protested while relieving them and accepted the retrenchment.

4. The Employer (1) stated that it was a Government Corporation. The Employer (1) stated that it was suffering heavy losses and therefore has been wound up by the government and its assets and liabilities of payments were transferred to the Employer (2). The Employer (1) stated that the liabilities towards any employee of its Corporation has not been taken over by the Employer (2) and hence the Union cannot make any claim against the Employer (2) and Employer (1) Corporation which does not exist. The Employer (1) stated that it was established under the Companies Act, 1956 on 30-09-1993 by the Government of Goa with the main objective to undertake housing, improvement, building schemes and other allied activities. The Employer (1) stated that its Board of Directors were appointed by the Government from time to time. The Employer (1) stated that after its establishment, it started incurring continuous losses since 1995-96. The Employer (1) stated that it was not able to utilize its assets and fell short in achieving its objectives for which it was created. The Employer (1) stated that the funds allotted to them for construction of low income houses by the planning commission were utilized for some other purposes like construction of HIG flats and no initiatives were taken by its officials and its directors to sell the flat or utilize the land in their possession to develop and sell. The Employer (1) stated that there was constant refrain to lack of funds because of not putting the fixed assets to proper use.

The Employer (1) stated that the Comptroller and Auditor General of India then recommended the closure of the Corporation. The Employer (1) stated that due to the above reasons, the Government of Goa also therefore took a decision to wind up the Employer (1) Corporation and transfer the housing schemes undertaken by them to Employer (2) along with the Assets and the Liabilities. The Employer (1) stated that the Government further decided to retrench the existing staff of the Corporation by passing the retrenchment benefits under the provisions of Section 25P of the Industrial Disputes Act, 1947 i.e. by giving one month notice wage in lieu of notice and payment of 45 days compensation (Basic+DA) for every years of continuous service. The Employer (1) stated that in addition to retrenchment compensation, the employees got the other benefits as per their admissibility. The Employer (1) stated that on 01-03-2004 by deed of transfer, all the assets and liabilities of the Employer (1) Corporation were transferred to the Employer (2) without any liability of the employees. The Employer (1) stated that in deed of transfer executed between themselves and the Employer (2) clearly stated that the Employer (2) shall not be liable for any liabilities towards any claim of any retrenched employees to absorb in Employer (2). The Employer (1) stated that thus the retrenched staff has no right to claim absorption in Employer (2). The Employer (1) stated that the it has been duly wound up as per the decision of the Government. The Employer (1) stated that the termination is done as per the law and the Union are paid one month salary and retrenchment benefits and therefore the Union are not entitled to raise any dispute. The Employer (1) stated that though Employer (2) is a statutory body and it has its own strength of employees and rules and regulations. The Employer (1) stated that there are no vacancy in Employer (2) and the Union cannot claim any right to employ them in Employer (2). The Employer (1) stated that the retrenchment compensation was paid by them when it was existing. The Employer (1) stated that the land belonging to them was not at all developed and activities were not carried out. The Employer therefore prayed that the reference be rejected.

4. The Employer (2) also resisted the claim of the Union by filing its reply dated 30-03-2011 at Exb. 35. The Employer (2) as and by way of its reply, submitted that the present proceedings are not maintainable as the Workmen who are agitating before this Hon'ble Tribunal have been duly retrenched on payment of one month's salary after having obtained the approval of the Government. The Employer (2) submitted that the Workmen have not protested whilst being relieved but have accepted their retrenchment,

hence the present proceedings cannot entertain. The Employer (2) submitted that the Employer (1) was a Government owned Corporation which was suffering heavy losses and has therefore been wound up by the Government and its assets and liabilities of payments have been transferred to them. The Employer (2) submitted that the liabilities towards any employees of the Employer (1) have not been taken over by them and hence the Workmen cannot make any claims either against them or against the Employer (1) which is no longer in existence. The Employer (2) therefore submitted that the reference is liable to be rejected.

5. The Employer (2) stated that the Employer (1) was established under the Companies Act, 1956 on 30-09-1993 by the Government of Goa with the main objective of undertaking housing improvement, building schemes and other allied activities. The Employer (2) stated that the Board of Directors of the Employer (1) was appointed by the Government from time to time. The Employer (1) stated that after the Employer (1) was established, it began incurring losses continuously since 1995-96. The Employer (2) stated that the Employer (1) was not able to utilize its assets and fell short in achieving its objectives for which purpose it had been created. The Employer (2) stated that the funds allotted to the Employer (1) for construction of low income group houses by the Planning Commission were utilized for some other purposes like construction of high income group flats and no initiatives were taken by the officials of the Employer (1) and/or the Board of Directors of the Employer (1) to sell the flats or utilize the land in their possession to develop and sell the same. The Employer (2) stated that there was constant refrain to lack of funds on account of the fixed assets not being put to proper use. The Employer (2) stated that the Comptroller and Auditor General of India then recommended the closure of the Employer (1). The Employer (2) stated that due to above reasons, the Government of Goa also therefore took a decision to wind up the Employer (1) Corporation and transfer the housing scheme undertaken by the Employer (1) Corporation to them along with the assets and liabilities. The Employer (2) stated that the Government further decided to retrench the existing staff of the Employer (1) Corporation by paying them the retrenchment benefits under the provisions of Section 25 P of the I.D. Act, 1947, i.e. by paying one month's wages in lieu of notice and payment of 45 days compensation (Basic+DA) for every year of continuous service. The Employer (2) stated that in addition to the retrenchment compensation, the employees also received the other benefits as per their admissibility. The Employer (2) stated that on 01-03-2004, by deed

of transfer, all the assets and liabilities of the Employer (1) Corporation were transferred to them without any liability to the employees. The Employer (2) stated that in the deed of transfer executed between the Employer (1) and themselves it has been clearly stated that the Employer (1) Corporation shall not be liable for any liabilities towards any claims of any retrenched employee to be absorbed in themselves. The Employer (2) stated that thus the retrenched employees have no right to claim absorption in themselves. The Employer (2) stated that once the retrenchment has been undertaken by the Government of Goa, the retrenched Workmen are not entitled to reinstatement. The Employer (2) submitted that the Employer (1) has been duly wound up as per the decision of the Government. The Employer (2) submitted that the termination has been done as per the law and the Workmen have been paid one month's salary as well as retrenchment benefits. The Employer (2) submitted that the Workmen are therefore are not entitled to raise any dispute now. The Employer (2) submitted that the Employer (2) is a statutory body and has own strength of employees as well as its own rules and regulations. The Employer (2) submitted that there are no vacancies in their board and the Workmen cannot claim any right to be employed in the Employer (2) therefore prayed that the reference be liable to be rejected.

6. Thereafter, the Union filed their Rejoinder to the Written Statement of the Employer (1) on 11-08-2008 at Exb. 21. The Union, as and by way of its Rejoinder, submitted that the Written Statement dated 30-05-2008 is illegal and unauthorized being filed by person/organization which is not a Party to the dispute and hence the said written statement may kindly be struck off the record and the matter be proceeded ex-parte against the Employer (1). The Union denied the overall case as pleaded in the written statement of the Employer (1). The Union submitted that the alleged deed of transfer dated 01-03-2004 or its alleged contents are not admitted.

7. The Union also filed their Rejoinder on 05-05-2011 at Exb. 36, to the Written Statement of the Employer (2). The Union, as and by way of its Rejoinder, submitted that maintains, reiterates, repeats and confirm all the averments made in their Statement of Claim and anything contrary thereto or in consistent therewith which may be contained in the Written Statement. The Union stated that any such alleged agreement or understanding between the Employer (1) Corporation and the Employer (2) is contrary to law, illegal, unjustified and in any case not binding on the Workmen or on the Union.

8. Based on the pleadings filed by the parties herein above, this Hon'ble Court was pleased to frame the following issues:

- 1) Whether the Party-I/Workmen proves that the action of the Party-II/Employer in retrenching the 14 Union in the order of reference illegal and unjustified?
- 2) Whether the Party-I/Workmen proves that the Employer is an existing legal entity?
- 3) Whether the Party-II proves that the present order of reference is not maintainable as alleged in para 1 of their reply?
- 3A) Whether Employer (2) proves that Employer (1) has been wound up and the agreement of transfer executed states that there is no liability on Employer (2) to accommodate any of the employees of Employer (1)?
- 4) Whether the Party-I is entitled to any relief?
- 5) What Award?

9. My answers to the aforesaid issues are as under:

- 1) Issue No. 1 : In the negative.
- 2) Issue No. 2 : In the negative.
- 3) Issue No. 3 : In the affirmative.
- 4) Issue No. 3A : In the affirmative.
- 5) Issue No. 4 & 5 : As per final order.

REASONS

10. *Issue No. 1 & 3:*

I am deciding the Issue No. 1 & 3 simultaneously as both the said issues are co-related to each other.

Both the Employer, in its reply filed in the present proceeding, submitted that as the Workmen have been duly retrenched after obtaining approval of Government on payment of one month salary. Burden was cast on the Party-I Union to prove the Issue No. 1.

11. The term "retrenchment" has been defined u/s 2 (OO) of the I.D. Act, 1947. Section 25 (FFF) provides for compensation to the Workmen in case of closing down of undertaking and it reads as under:

Section 25FFF—Compensation to the Union in case of closing down of undertakings—

- (1) *Where an undertaking is closed down for any reason whatsoever, every Workmen who has been in continuous service for not less than one year in that undertaking immediately before such closure shall, subject to the provisions of sub-section (2), be entitled to notice and compensation in accordance with the provisions of Section 25-F, as if the Workmen had been retrenched.*

Provided that where the undertaking is closed down on account of unavoidable circumstances beyond the control of the Employer, the compensation to be paid to the Workmen under Clause (b) of Section 25F, shall not exceed his average pay for three months.

12. Similarly Section 25F of the I.D. Act provides for condition precedent for a valid retrenchment of the Workmen and it reads as under:

Section 25F— No Workmen employed in any industry who has been in continuous service for not less than one year under an Employer shall be retrenched by that Employer until—

- (a) The Workmen has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the Workmen has been paid in lieu of such notice, wages for the period of the notice.*
- (b) The Workmen has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay (for every completed year of continuous service) or any part thereof in excess of six months and*
- (c) Notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette).*

13. Thus, Section 25 F of the I.D. Act, is mandatory for the retrenchment of any of the Workmen. In the present matter the burden was put on the Union to prove that the retrenchment of all 14 Workmen named in the order of reference is illegal and unjustified. The Workmen however failed to prove the present issue. Neither the Workmen/Union pleaded nor supported by any material evidence that they have not been paid the retrenchment compensation as well as one month notice or one month pay in lieu of notice. The Workmen/Union failed to state the reasons for invalidity of their retrenchment. The evidence on record indicates that all the retrenched Workmen were duly paid retrenchment benefits in terms of Section 25 F of the I.D. Act, 1947 by Employer (1). The evidence on record indicates that the financial books of the Corporation for the last 5 years have consistently shown losses and therefore the Government of Goa compelled to wind up the Corporation. It is therefore held that the Workmen failed to prove that the action of the Employer (1) in retrenching its 14 Workmen named in the order of

reference is illegal and unjustified. It is further held that the order of reference is not maintainable in view of the reasons stated in para 1 of the reply. The Issue No. 1 is answered in the negative and the issue No. 3 is answered in the affirmative.

14. Issue No. 2:

The burden was put on the Workmen/Union to prove that the Employer is an existing legal entity. The Workmen/Union has however failed to prove that the Employer is an existing body. The evidence on record indicates that the Employer Corporation has been wound up pursuant to the order/decision of the Government of Goa as the Corporation was facing heavy losses. It is therefore held that the Workmen failed to prove that the Employer Corporation is an existing legal entity. Issue No. 2 is therefore answered in the negative.

15. Issue No. 3 (A):

It is admitted that the order dated 06-04-2002 wherein the decision of winding up of the Employer/Corporation was conveyed to its Managing Director. The sole witness of the Workmen, Shri Deepak Varty acknowledge and admits of being aware of the deed of transfer was executed with due approval of the Government of Goa. The said witness of the Workmen admitted that the Government has given permission for winding up of the Goa Construction Housing and Finance Corporation. In terms of Clause 5 of deed of transfer, it is stated that the service of 14 employees have been retrenched by paying compensation and Employer (2) shall not be liable for any liability towards any claim of any employees to absorb this employees in Goa Housing Board. The sole witness of the Workmen admitted that the aforesaid Clause 5 of the deed of transfer has not been challenged and as such deed of transfer has attained finality. Hence it is held that the Employer (2) proved that the Employer (1) has been wound up and the agreement of transfer executed states that there is no liability on the Employer (2) to accommodate any of the employees of the Employer (1). The issue No. 3 is therefore answered in the affirmative.

16. Issue No. 4:

While deciding the issue No. 1, I have discussed and held that the Workmen failed to prove that the action of the Employer in retrenching its 14 Workmen named in the order of reference is illegal and unjustified. The Workmen are not entitled to any relief, the issue No. 4 is therefore answered in the negative.

In view of above I pass the following order.

ORDER

1. It is held that the action of the management of M/s. Goa Construction Housing and Finance Corporation Ltd., Panaji-Goa, in retrenching the fourteen Workmen represented by the Party-I Union with effect from the dates mentioned against their respective names, is legal and justified.
2. It is held that all the 14 Workpersons are not entitled to any relief.
3. It is further held that no relief can be granted against M/s. Goa Housing Board, Porvorim-Goa to which assets and liabilities of M/s. Goa Construction and Housing and Finance Corporation Ltd. have been transferred.

Inform the Government accordingly.

Sd/-
(Suresh N. Narulkar),
Presiding Officer,
Labour Court-II.

Notification

No. 28/02/2023-LAB/Part-I/535

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 25-07-2023 in Ref. No. IT/14/2021 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Vivek Naik, Under Secretary (Labour).

Porvorim, 4th August, 2023.

IN THE INDUSTRIAL TRIBUNAL
AND LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Anil Scaria, Hon'ble Presiding Officer)

Ref. No. IT/14/2021

Workman Shri Yogesh Soundalkar,
Rep. by Goa Union of Industrial Workers,
S-I, 2nd floor, Anirudha Plaza,
Shantinagar, Ponda-Goa Workman/Party-I.

V/s

The Managing Director,
M/s. Muktar Automobiles Pvt. Ltd.,
Plot No. L-128, Phase III-B,
Verna Industrial Estate,
Verna-Goa Employer/Party-II

Workmen/Party I represented by Learned Advocate
Shri Hrudaynath Shirodkar.

Employer/Party II represented by None, prodeeding
Ex-parte.

AWARD

(Delivered on this the 25th day of the month of
July of the year 2023)

By Order dated 25-06-2021, bearing No. 28/10/
/2021-LAB/297, the Government of Goa in exercise
of powers conferred by Section 10(1)(d) of the
Industrial Disputes Act, 1947, has referred the
following dispute to this Tribunal for adjudication:-

"(1) Whether non-employment of Shri Yogesh
Soundalkar, Technician, with effect from
22-06-2020 in the organization of M/s. Muktar
Automobiles Private Limited, Plot No. I-128,
Phase III-B, Verna Industrial Estate, Verna-Goa,
amounts to refusal of employment or
voluntary resignation?

(2) Based upon the findings on issue No. (1)
above, what relief the workman is entitled to?"

2. Notices were issued to the Parties. The Party I
appeared and filed its Statement of Claim. Party II
failed to appear and has been placed ex-parte.

3. The case of the Party I is that Party II appointed
the workman (Yogesh Soundalkar) as a Technician
on 12-09-2013. That, thereafter, there was no raise in
wages. That there were security issues and lack of
facilities like leave and proper working hours. That
there was also non-payment of bonus. That by letter
dated 05-03-2020, the Workman asked Party II to
relieve him from service. That, Party II did not relieve
the Workman from service. That Party II asked the
Workman to continue his services. That Party II told
the Workman that he would be paid enhanced
wages and other allowances. That the Workman
decided to continue his service with Party II. That
the Workman was not aware that he was required
to withdraw his resignation letter. That in the
meantime, the Government of India declared a lock-
down to contain the spread of Corona cases. That
eventually due to relaxation in restrictions, Party II
called the Workman for duty w.e.f. 08-06-2020. That
the Workman joined duty on 08-06-2020. That the
Workman worked in the Body Shop Department from
08-06-2020 to 20-06-2020 on enhanced wages and
allowances.

4. That on 07-06-2020 the workers of Party II held a meeting and decided to form a Union. That Shri Yogesh Soundalkar (Workman) was made the President of the local committee of the Union. That Party II was informed about the unionization by letter dated 12-06-2020. That Party II started harassing the members of the Union. That Party II started pressurizing the members to resign from the Union. That some of the members resigned from the Union. That on 20-06-2020 Mr. Suraj Borkar (HR), Mr. Balkrishna Kamat (GM) and Mr. Vijay Dhuri (Manager) called the Workman to their cabin and told him that he would be relieved from service if he does not resign from the Union. That the Workman refused to do so. That the Workman was therefore refused employment w.e.f. 22-06-2020. That the Workman was not given any letter stating that his resignation has been accepted or that his services were terminated.

5. That by letter dated 24-06-2020, the Workman asked Party II to allow him to join duty. That Party II neither allowed the Workman to join his duties nor did it reply to the letter. That Party II did not follow the principles of natural justice and give the Workman an opportunity to be heard.

6. That the Union (Party I) sought the intervention of the Dy. Labour Commissioner, Government of Goa, Margao, Salcete-Goa. That the conciliation proceedings started. That, for the first time, Party II informed the Conciliation Officer that the Resignation Letter of the Workman was accepted w.e.f. 04-04-2020. That thereafter, Party II did not appear for any discussion before the Conciliation Officer and the conciliation ended in failure. Therefore, it is prayed that an Award be passed directing Party II to reinstate the Workman with full back wages and other consequential benefits.

7. As seen above, Party II has not appeared or filed its Written Statement. Party II has been placed ex-parte.

8. The Learned Advocate for Party I has filed his written arguments.

9. The following points arises for my determination and my findings thereon are as follows:-

Sr. No.	Point of determination	Finding
(i)	Does Party I prove that the non-employment of Yogesh Soundalkar amounts to refusal of employment?	In the affirmative.
(ii)	Has Yogesh Soundalkar voluntarily resigned from services?	In the negative.

REASONS

10. Point No. (i) and (ii):- Party I states that Party II refused employment to Yogesh Soundalkar. The Order of Reference also mandates this Court to ascertain, if Yogesh Soundalkar has voluntarily resigned from service.

11. Party I has examined Shri Yogesh Soundalkar as Witness No. 1 for Party I. He is the Workman who has been allegedly refused employment.

12. Witness No. 1 for Party I deposes that Party II appointed him as a Technician on 12-09-2013. He deposes that, thereafter, there was no rise in wages. He deposes that there were security issues and lack of facilities like leave and proper working hours. He deposes that there was also non-payment of bonus. He deposes that by letter dated 05-03-2020 he asked Party II to relieve him from service. He deposes that Party II did not relieve him from service and asked him to continue his service with Party II. He deposes that Party II told him that he would be paid enhanced wages and other allowances. He deposes that he decided to continue his service with Party II. He deposes that he did not know that he had to withdraw his resignation letter. In the meanwhile, the Government of India decided to declare a lock-down to contain the spread of Corona cases. He deposes that eventually due to relaxation in restrictions, Party II called him for duty w.e.f. 08-06-2020. He deposes that from 08-06-2020 to 20-06-2020 he worked in the Body Shop Department on enhanced wages. He deposes that on 07-06-2020, the workers of Party II held a meeting and decided to form a Union. He deposes that Party II was informed about the formation of the Union by letter dated 12-06-2020. He deposes that he was made the President of the Local Committee of the Union. He deposes that Party II started harassing the members of the Union. He deposes that Party II started pressurizing the members to resign from the Union. He deposes that on 20-06-2020, Mr. Suraj Borkar (HR), Mr. Balkrishna Kamat (GM) and Mr. Vijay Dhuri (Manager) called him to the chamber and told him that he would be relieved from his service if he does not resign from the Union. He deposes that he refused to do so. He deposes that he was, therefore, refused employment w.e.f. 22-06-2020. He deposes that he was not given any letter stating that his resignation has been accepted or that his services were terminated. He deposes that by letter dated 24-06-2020 he asked Party II to allow him to join duties. He deposes that Party II neither allowed him

to join duties nor did it reply to the said letter. He deposes that Party II did not follow the principles of natural justice and give him an opportunity to be heard. He deposes that the Union (Party I) sought the intervention of the Deputy Labour Commissioner, Margao. He deposes that conciliation proceedings started. He deposes that for the first time Party II informed the Conciliation Officer that his resignation was accepted w.e.f. 04-04-2020. He deposes that this is not true as he was asked to report for work from 08-06-2020.

13. Copy of Report of Failure of conciliation proceedings is at Exhibit 11. Copy of minutes of conciliation proceedings is at Exhibit 12. Copy of letter dated 05-03-2020 sent by the Workman to Manager of Party II is at Exhibit 16. Copy of letter dated 24-06-2020 to the Managing Director of Party II by the Workman is at Exhibit 17. Copy of letter dated 13-07-2020 by the President of the Goa Union of Industrial Workers to the Managing Director of Party II is at Exhibit 18.

14. The evidence adduced by Party I has gone unchallenged. Therefore, Party I has proved its case. Party I has proved that non-employment of Yogesh Soundalkar amounts to refusal of employment. Party II has not adduced evidence to show that the workman has voluntarily resigned from service. Therefore, Yogesh Soundalkar has not voluntarily resigned from service. Hence, I hold point of determination No. 1 in the affirmative and point of determination No. 2 in the negative.

15. The Workman has neither pleaded or adduced evidence to show that he was unemployed since the date of refusal of employment. Hence, he is not entitled to back wages. He is only entitled to reinstatement with continuity in service.

Hence, I pass the following:-

ORDER

- (i) Party II is directed to reinstate the Workman namely Shri Yogesh Soundalkar with continuity of service.
- (ii) No order as to cost.
- (iii) Inform the Government accordingly.

Sd/-
(Anil Scaria)
Presiding Officer,
Industrial Tribunal
Labour Court.

Department of Mines

Directorate of Mines & Geology

Order

- No. 01/42/2020/DPC-Guidelines/ADM/Mines/1657
- Read: 1. Office Memorandum No. 2/7/2017-PER/3701 dated 07-12-2017.
2. Office Memorandum No. 2/7/2017-PER/746 dated 12-03-2018.
3. Order No. 2/7/76-PER(Vol-III)(Part)/3015 dated 24-11-2021.

In pursuance to the Office Memorandum read at preamble (1), (2) and (3) above, the Departmental Selection Committee and Departmental Promotion Committee in respect of Group 'C' posts under Directorate of Mines & Geology is hereby reconstituted as under:

- 1) Director of Mines & Geology — Chairman.
- 2) Dy. Director of Mines-I — Member.
- 3) Head of Office — Member.

This supersedes earlier Order No. 01/04/2008/ADM/MINES/VOL-III/1819 dated 10-12-2020.

Dr. S. Shanbhogue, Director (Mines & Geology)/
Head of Department.

Panaji, 7th August, 2023.

Department of Personnel

Order

No. 7/3/2023-PER/3247

Read: Order dated 31-10-2013 of the Hon'ble Supreme Court of India in Writ Petition (Civil) No. 82 of 2011 (under Article 32 of the Constitution of India) between T.S.R. Subramanian & others and Union of India & others.

The Hon'ble Supreme Court of India vide Order dated 31-10-2013 in the Writ Petition (Civil) No. 82 of 2011 (under Article 32 of the Constitution of India) filed by Thiru T.S.R. Subramanian & others Vs. Union of India & others has directed inter-alia, to constitute Civil Services Board in Centre, States and the Union Territories with high ranking serving Officers, who are specialists in their respective fields, within a period of three months, till the Parliament brings in a proper legislation in setting up Civil Services Board, in order to ensure transparency in Administration.

2. In pursuance of the said directions of the Hon'ble Supreme Court of India read with Office Memorandum No. F. No. 14040/22/2013-UTS-I dated 31-12-2013 of the Government of India, Ministry of Home Affairs, New Delhi, the Governor of Goa is pleased to constitute the Civil Services Board in respect of the IAS Officers with immediate effect, in the following manner:-

I. Constitution of Civil Services Board, Goa for IAS Officers

(i) The composition of Civil Services Board, Goa shall be as follows:-

- | | | |
|--|---|-------------------|
| 1. Chief Secretary | — | Chairman. |
| 2. Senior most Principal Secretary to Government | — | Member. |
| 3. Secretary/Special Secretary (Personnel) | — | Member Secretary. |

(ii) Functions:-

The Civil Services Board shall make recommendations to the Government on the following service matters:-

- (a) Posting/allocation of subject in respect of IAS Officers posted in this Segment.
- (b) Transfers and postings of IAS Officers posted in this Segment.
- (c) While making recommendations, the requirement of a minimum tenure of service as prescribed by the Government shall be kept in view by the Board.
- (d) The Civil Services Board may consider transfer of Officers before the tenure fixed by the Government based on the necessity and circumstances, which the Civil Services Board shall satisfy itself.
- (e) The Civil Services Board may recommend the names of Officers to the Competent Authority for transfer before completion of minimum tenure with reasons to be recorded in writing.

(iii) Procedure:-

- (a) The proposals for transfer and postings of IAS Officers shall be referred to the Board by the Personnel Department.
- (b) The Civil Services Board shall:-
 - (i) Consider the report of Department along with any other inputs it may have from other reliable sources.
 - (ii) The Board may have the option to obtain the comments or views of the Officer proposed to be transferred

regarding the circumstances presented to it in justification of the proposal.

- (iii) The Board shall satisfy itself regarding the inevitability of the premature transfer before making a recommendation to the Government based on clear findings.

- (c) The Competent Authority may over-rule the recommendations of the Civil Services Board, by recording reasons in writing.

(iv) Tenure of posting:-

There shall be a minimum tenure of two years for IAS Officers in the allotted posting. However, in the event of any pre matured transfer due to unavoidable administrative reasons or health grounds, such proposal shall be referred to the Civil Service Board and a reasoned decision would be arrived at.

This supersedes all orders/notifications issued in this regard in the past.

By order and in the name of the Governor of Goa.

Eshant V. Sawant, Under Secretary (Personnel-I).
Porvorim, 31st July, 2023.

Order

No. 22/10/2018-PER/3248

Read: (1) Order No. 14020/01/2023-UTS.I dated 08-06-2023, Government of India, Ministry of Home Affairs, New Delhi.

In pursuance to the Order No. 14020/01/2023-UTS.I dated 08-06-2023 of the Government of India, Ministry of Home Affairs, New Delhi, the Governor of Goa is pleased to post Shri Akshat Kaushal, IPS (2018) as Superintendent of Police (ANC). He shall also hold the charge of Superintendent of Police (Cyber Crime); Commandant 1st, 2nd and 3rd IRBn and PRO with effect from 01-08-2023 (b.n.) in addition to his own duty.

Shri Akshat Kaushal, IPS (2018) has joined the Goa Administration on 14-07-2023 (f.n.).

By order and in the name of the Governor of Goa.

Nathine S. Araujo, Under Secretary (Personnel-II).
Porvorim, 1st August, 2023.

Department of Planning

Directorate of Planning, Statistics & Evaluation
and Office of the Chief Registrar of Births and
Deaths

Notification

No. DPSE/RBD/CRS-Notification/2017/1077

In exercise of the powers conferred by sub-section (2) of Section 4 of the Registration of Births and Deaths Act, 1969 (Central Act No. 18 of 1969), the Government of Goa is hereby pleased to appoint Shri Noel Fernandes, Statistical Officer of Directorate of Planning, Statistics and Evaluation, Government of Goa as the "Additional Chief Registrar of Births and Deaths".

Shri Noel Fernandes will hold the additional charge of the post of Additional Chief Registrar of Births and Deaths in addition to his own duties with immediate effect.

By order and in the name of the Governor of Goa.

Vijay B. Saxena, Director/Chief Registrar of Births and Deaths.

Porvorim, 2nd August, 2023.

Department of Public Health**Order**

No. 44/21/2017-I/PHD/Part-II/1105

On the recommendation of Goa Public Service Commission conveyed vide their letter No. COM/II/12/24(1)/19/176 dated 11-07-2023, the Government is pleased to declare the following Doctors under Directorate of Health Services as having satisfactorily completed their probation period with effect from the date indicated against their names and to confirm them in the post of Medical Officer with effect from the date of their completion of probation period/date of their completion of extended probation period:-

Sr. No.	Name of officer	Date of completion of probation period
1.	Dr. Suvidha Subash Khandolkar	20-09-2018.

Sr. No.	Name of Officer	Date of completion of extended probation period
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1.	Dr. Pranita Yadnesh Satardekar alias Pranita Upendra Gaonkar	18-09-2019.
2.	Dr. Shital Rama Gaudé	11-09-2019.
3.	Dr. Kreda Fernandes	09-05-2019.
4.	Dr. Vijaya Durgesh Naik	17-09-2019.

By order and in the name of the Governor of Goa.

Gautami Parmekar, Under Secretary (Health-II).
Porvorim, 31st July, 2023.

Order

No. 5/23/2022-IV/PHD/1180

Sanction of the Government is hereby accorded to create One Supernumerary post of Professor in the Department of Public Health Dentistry in Goa Dental College & Hospital, Bambolim in Pay Matrix Level-13 (1,23,100-2,15,900) + Non-Practicing allowance as admissible (pre-revised Pay Band-4 of Rs. 37,400-67,000 + GP Rs. 8,700/-) for a period of 5 years or till Dr. Ridhima Gaunkar is absorbed in the regular post of Professor, whichever is earlier.

This issues of with the approval of Administrative Reforms Department vide U. O. No. 533/F dated 06-03-2023, Department of Personnel vide U. O. No. 1514/F dated 10-06-2023 and with the concurrence of Finance (R&C) Department vide U. O. No. 1400092189/F dated 28-06-2023.

This also issues with the approval of the Council of Ministers in the XXVIIIth meeting held on 01-08-2023 as conveyed vide letter No. 1/17/2023-GAD-II dated 02-08-2023.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Union Secretary (Health-I).
Porvorim, 2nd August, 2023.

Department of Revenue**Order**

No. 35/2/2013-RD/933

In exercise of the powers conferred by Clause (b) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (Act No. 2 of 1899), as in force in the State

of Goa, the Government of Goa hereby permits the Life Insurance Corporation of India, Goa Divisional Office, Panaji (hereinafter referred to as the "LIC Goa") to pay consolidated stamp duty of Rs. 20,00,000/- (Rupees twenty lakhs only), chargeable on sums to be insured in the insurance policies issued by its offices in the State of Goa with effect from 1st January, 2023 upto 31st December, 2023 in lieu of affixing stamps upon individual insurance policies, which has been paid vide cheque No. 000336 dated 13-07-2023, drawn on HDFC Bank, Panaji, Goa, subject to the following conditions, namely:-

- (a) In case the stamp duty chargeable on the insurance policies issued during the above mentioned period falls short of the stamp duty consolidated herein and paid to the Government, the excess consolidated stamp duty shall be adjusted for the next calendar year 2024.

- (b) In case the stamp duty chargeable on the insurance policies issued during the above period exceeds the stamp duty consolidated herein and paid to the Government, the balance amount due towards the stamp duty shall be paid to the Government Treasury by the LIC Goa latest by the first week of January, 2024.

- (c) A detailed report of the total stamp duty charged on the sum insured in the insurance policies issued by the offices of the LIC Goa in the State of Goa during the above period shall be submitted to the Secretary (Revenue), Revenue Department, Government of Goa on or before 31-12-2023.

By order and in the name of the Governor of Goa.

Durga Kinlekar, Under Secretary (Revenue-I).

Porvorim, 4th August, 2023.

Department of Social Welfare

Directorate of Social Welfare

Corrigendum

No. 61-156-2022-23-BC/DSW/2914

In partial modification vide Notification No. 61-156-2022-23-DSW/6660 dated 10-03-2023, the following name of the newly appointed Board of Director on Board appearing in the above Notification shall be corrected and read as below.

Sr. No.	As per Notification	Sr. No. as per Notification	Name to be corrected
1	2	3	4
01.	Shri Siddesh Pednekar	Sr. No. 3	Shri Siddhesh B. Pednekar.
02.	Shri Yeshwant B. Kanolkar	Sr. No. 5	Shri Yeshwant B. Candolkar.
03.	Shri Avadhoot Naik	Sr. No. 6	Shri Audut P. Naik.
04.	Shri Suryakant Anand Naik	Sr. No. 7	Shri Surya Anand Naik.

The other contents of the Order remain unchanged.

Ajit Panchwadkar, Director & ex officio Add. Secretary (Social Welfare).

Panaji, 1st August, 2023.

Corrigendum

No. 61-156-2022-23-BC/DSW/2915

In partial modification vide Notification No. 61-156-2022-23-DSW/6660 dated 10-03-2023, the name on the Board of Director viz. 'Shri Shubham Chodankar' appearing at Sr. No. 8 in the Notification

cited above shall be replaced and read as 'Shri Ashok Gangaram Palekar'.

The other contents of the Order remain unchanged.

Ajit Panchwadkar, Director & ex officio Add. Secretary (Social Welfare).

Panaji, 1st August, 2023.

Department of Town and Country Planning

Notification

Notification

No. 36/18/83/17(2)/Siolim/271/28/TCP-2023/183

Whereas, the Department is in receipt of an application dated 24-04-2023 (hereinafter referred to as the "said Application") under sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) (hereinafter referred to as the "said Act") for correction of inconsistent/incoherent zoning provisions in the Regional Plan for Goa-2021 (RPG-2021) in respect of plot of land admeasuring an area of 1775 m², surveyed under Survey No. 271, sub-division No. 28, of Village Siolim, Bardez Taluka, District North Goa, State of Goa (hereinafter referred to as the "said plot of land");

And whereas, the correction/rectification as requested by the applicant has been scrutinized and a Report of the Department alongwith the report from a registered professional was submitted to the Government for decision (hereinafter referred to as the "said Reports");

And whereas, the Government has considered the said Reports and it is of the opinion that alteration/modification is necessary to be carried out to the RPG-2021 for the purpose of rectifying inconsistent/incoherent zoning that has occurred in the RPG-2021 and it has directed the Chief Town Planner (Planning) to carry out alteration/modification to the RPG-2021 for the purpose of correcting/rectifying the zone of part of plot of land surveyed under Survey No. 271, sub-division No. 28, of Village Siolim, Bardez Taluka admeasuring an area of 380 m² only which is earmarked as Natural Cover with No Development Slope with Irrigation Command Area as per RPG-2021, to Settlement Zone by issuing Notification under sub-section (2) of Section 17 of the said Act;

Now, therefore, as directed by the Government and in pursuance of sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), the following alteration/modification to the RPG-2021 is hereby carried out, namely:-

In the RPG-2021, the zone of part of the plot of land admeasuring an area of 380 m², surveyed under Survey No. 271, sub-division No. 28, of Village Siolim, Bardez Taluka, District North Goa, State of Goa which is earmarked as Natural Cover with No Development Slope with Irrigation Command Area as per RPG-2021 is hereby corrected as Settlement Zone.

Rajesh J. Naik, Chief Town Planner (Planning).

Panaji, 8th August, 2023.

No. 36/18/84/17(2)/Siolim/271/30/TCP-2023/184

Whereas, the Department is in receipt of an application dated 24-04-2023 (hereinafter referred to as the "said Application") under sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) (hereinafter referred to as the "said Act") for correction of inconsistent/incoherent zoning provisions in the Regional Plan for Goa-2021 (RPG-2021) in respect of plot of land admeasuring an area of 1375 m², surveyed under Survey No. 271, sub-division No. 30, of Village Siolim, Bardez Taluka, District North Goa, State of Goa (hereinafter referred to as the "said plot of land");

And whereas, the correction/rectification as requested by the applicant has been scrutinized and a Report of the Department alongwith the report from a registered professional was submitted to the Government for decision (hereinafter referred to as the "said Reports");

And whereas, the Government has considered the said Reports and it is of the opinion that alteration/modification is necessary to be carried out to the RPG-2021 for the purpose of rectifying inconsistent/incoherent zoning that has occurred in the RPG-2021 and it has directed the Chief Town Planner (Planning) to carry out alteration/modification to the RPG-2021 for the purpose of correcting/rectifying the zone of part of plot of land surveyed under Survey No. 271, sub-division No. 30, of Village Siolim, Bardez Taluka admeasuring an area of 108 m² only which is earmarked as Natural Cover with No Development Slope with Irrigation Command Area as per RPG-2021, to Settlement Zone by issuing Notification under sub-section (2) of Section 17 of the said Act;

Now, therefore, as directed by the Government and in pursuance of sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), the following alteration/modification to the RPG-2021 is hereby carried out, namely:-

In the RPG-2021, the zone of part of the plot of land admeasuring an area of 108 m², surveyed under Survey No. 271, sub-division No. 30, of Village Siolim, Bardez Taluka, District North Goa, State of Goa which is earmarked as Natural Cover with No Development Slope with Irrigation Command Area as per RPG-2021 is hereby corrected as Settlement Zone.

Rajesh J. Naik, Chief Town Planner (Planning).

Panaji, 8th August, 2023.

Notification

No. 36/18/54/17(2)/Nuvem/220/10/TCP-2023/185

Whereas, the Department is in receipt of an application dated 08-05-2023 (hereinafter referred to as the "said Application") under sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) (hereinafter referred to as the "said Act") for correction of inconsistent/incoherent zoning provisions in the Regional Plan for Goa-2021 (RPG-2021) in respect of plot of land admeasuring an area of 4010 m², surveyed under Survey No. 220, sub-division No. 10, of Village Nuvem, Salcete Taluka, District South Goa, State of Goa (hereinafter referred to as the "said plot of land");

And whereas, the correction/rectification as requested by the applicant has been scrutinized and a Report of the Department alongwith the report from a registered professional was submitted to the Government for decision (hereinafter referred to as the "said Reports");

And whereas, the Government has considered the said Reports and it is of the opinion that alteration/modification is necessary to be carried out to the RPG-2021 for the purpose of rectifying inadvertent/inconsistent/incoherent error zoning that has occurred in the RPG-2021 and it has directed the Chief Town Planner (Planning) to carry out alteration/modification to the RPG-2021 for the purpose of correcting/rectifying the zone of part of plot of land surveyed under Survey No. 220, sub-division No. 10, of Village Nuvem, Salcete Taluka admeasuring an area of 479 m² only which is earmarked as Paddy Field with Irrigation Command Area as per RPG-2021, to Settlement Zone by issuing Notification under sub-section (2) of Section 17 of the said Act;

Now, therefore, as directed by the Government and in pursuance of sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), the following alteration/modification to the RPG-2021 is hereby carried out, namely:-

In the RPG-2021, the zone of part of the plot of land admeasuring an area of 479 m², surveyed under Survey No. 220, sub-division No. 10, of Village Nuvem, Salcete Taluka, District South Goa, State of Goa which is earmarked as Paddy Field with Irrigation Command Area as per RPG-2021 is hereby corrected as Settlement Zone.

Rajesh J. Naik, Chief Town Planner (Planning).

Panaji, 8th August, 2023.

Notification

No. 36/18/53/17(2)/Nuvem/220/9/TCP-2023/186

Whereas, the Department is in receipt of an application dated 08-05-2023 (hereinafter referred to as the "said Application") under sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) (hereinafter referred to as the "said Act") for correction of inconsistent/incoherent zoning provisions in the Regional Plan for Goa-2021 (RPG-2021) in respect of plot of land admeasuring an area of 7575 m², surveyed under Survey No. 220, sub-division No. 9, of Village Nuvem, Salcete Taluka, District South Goa, State of Goa (hereinafter referred to as the "said plot of land");

And whereas, the correction/rectification as requested by the applicant has been scrutinized and a Report of the Department alongwith the report from a registered professional was submitted to the Government for decision (hereinafter referred to as the "said Reports");

And whereas, the Government has considered the said Reports and it is of the opinion that alteration/modification is necessary to be carried out to the RPG-2021 for the purpose of rectifying inadvertent/inconsistent/incoherent error zoning that has occurred in the RPG-2021 and it has directed the Chief Town Planner (Planning) to carry out alteration/modification to the RPG-2021 for the purpose of correcting/rectifying the zone of part of plot of land surveyed under Survey No. 220, sub-division No. 9, of Village Nuvem, Salcete Taluka admeasuring an area of 1215 m² only which is earmarked as Paddy Field with Irrigation Command Area as per RPG-2021, to Settlement Zone by issuing Notification under sub-section (2) of Section 17 of the said Act;

Now, therefore, as directed by the Government and in pursuance of sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), the following alteration/modification to the RPG-2021 is hereby carried out, namely:-

In the RPG-2021, the zone of part of the plot of land admeasuring an area of 1215 m², surveyed under Survey No. 220, sub-division No. 9, of Village Nuvem, Salcete Taluka, District South Goa, State of Goa which is earmarked as Paddy Field with Irrigation Command Area as per RPG-2021 is hereby corrected as Settlement Zone.

Rajesh J. Naik, Chief Town Planner (Planning).

Panaji, 8th August, 2023.

Notification

No. 36/18/85/17(2)/Loliem/289/1-M/TCP-2023/187

Whereas, the Department is in receipt of an application dated 05-05-2023 (hereinafter referred to as the "said Application") under sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) (hereinafter referred to as the "said Act") for correction of inconsistent/incoherent zoning provisions in the Regional Plan for Goa-2021 (RPG-2021) in respect of plot of land admeasuring an area of 300 m², surveyed under Survey No. 289, sub-division No. 1-M, of Village Loliem, Canacona Taluka, District South Goa, State of Goa (hereinafter referred to as the "said plot of land");

And whereas, the correction/rectification as requested by the applicant has been scrutinized and a Report of the Department alongwith the report from a registered professional was submitted to the Government for decision (hereinafter referred to as the "said Reports");

And whereas, the Government has considered the said Reports and it is of the opinion that alteration/modification is necessary to be carried out to the RPG-2021 for the purpose of rectifying inadvertent/inconsistent/incoherent error zoning that has occurred in the RPG-2021 and it has directed the Chief Town Planner (Planning) to carry out alteration/modification to the RPG-2021 for the purpose of correcting/rectifying the zone of part of plot of land surveyed under Survey No. 289, sub-division No. 1-M of Village Loliem, Canacona Taluka admeasuring an area of 200 m² only which is earmarked as Natural Cover as per RPG-2021, to Settlement Zone by issuing Notification under sub-section (2) of Section 17 of the said Act;

Now, therefore, as directed by the Government and in pursuance of sub-section (2) of Section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975), the following alteration/modification to the RPG-2021 is hereby carried out, namely:-

In the RPG-2021, the zone of part of plot of land admeasuring an area of 200 m², surveyed under Survey No. 289, sub-division No. 1-M, of Village Loliem, Canacona Taluka, District South Goa, State of Goa which is earmarked as Natural Cover as per RPG-2021 is hereby corrected as Settlement Zone.

Rajesh J. Naik, Chief Town Planner (Planning).

Panaji, 8th August 2023.

Office of the Chief Town Planner (Admin)

Order

No. 1/3/TCP(Part-File)/2017-19/1564

Government is pleased to order the transfer and posting of Shri Rajesh J. Naik, to the post of Chief Town Planner (Administration)/HoD, with additional charge of Chief Town Planner (Planning) in public interest, with effect from the retirement on superannuation of Shri James Mathew, Chief Town Planner (Administration) on 31-07-2023.

By order and in the name of the Governor of Goa.

Dr. Puneet Kumar Goel, IAS, Chief Secretary/
/Secretary (TCP).

Porvorim, 2nd August, 2023.

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